

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

LORI CARTER and BUELAH CARTER,
Plaintiff(s),
v.
HOLLAND AMERICA CRUISE LINE-
USA, INC., HOLLAND AMERICA LINE,
INC., HOLLAND AMERICA LINE-USA,
INC.,
Defendant(s).

)
)
) No.
)
)
) COMPLAINT FOR DAMAGES
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COMES NOW, the Plaintiffs Lori Carter and Beulah Carter, by and through
Plaintiffs' attorney, Pellegrino L. Certa of Certa Law Group, Inc., and complain and allege
against the above-named Defendant(s) as follows:

I.
JURISDICTION AND VENUE

1.1 The jurisdiction of this court over the parties and subject matter of this action is
predicated in contract (Cruise Contract) between Plaintiffs and Defendants in that the contract

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1 provides: “all claims or disputes involving Emotional Harm, bodily injury, illness to or death
 2 of any Guest whatsoever including without limitation those arising out of or relating to this
 3 Cruise Contract or Your Cruise, Land + Sea Journey, Land Trips or Air Package shall be
 4 litigated in and before the United States District Court for the Western District of Washington
 5 at Seattle. . .”

7 2.2 Plaintiffs have complied with all conditions precedent as required by the contract
 8 prior to filing suit, including but not limited to providing Notices of Claim to the Defendant.
 9

10 2.3 That it is a civil action against Holland America Cruise Line-USA, Inc., and/or
 11 Holland America Line, Inc., and/or Holland America Line-USA, Inc., (hereafter collectively
 12 referred to as “HOLLAND AMERICA”) for money damages for bodily/personal injuries and
 13 loss of property caused by the negligence or wrongful acts or omissions of an employee of
 14 Holland America within the scope of his/her office or employment. Therefore, jurisdiction is
 15 proper.
 16

17 **II.** 18 **PARTIES**

19 2.1 At all times relevant to this complaint, Holland America had its principal place
 20 of business in King County, Washington.

21 2.2 At all times relevant to this complaint, Holland America operated travel
 22 excursions to paying members of the public.

23 2.2 At all times relevant to this action, Plaintiffs Buelah Carter and Lori Carter
 24 purchased a travel excursion package from Holland America.
 25

V.
NEGLIGENCE

5.1 Duty: Defendant as a common carrier has a duty to its passengers and the Plaintiffs to exercise the highest degree of care consistent with the practical operation of its type of transportation and its business as a common carrier. In addition, through common law, statute, regulation, and/or ordinance the Defendant owed Plaintiffs a duty to drive attentively, and to otherwise exercise ordinary and reasonable care while operating the bus the Plaintiffs were passengers in.

5.2 Breach: Defendant breached its duties as set forth in the preceding paragraphs.

5.3 Proximate Cause: As a direct and proximate cause of Defendant's breach of its duties as set forth above, Plaintiff has suffered personal injuries.

VI.
DAMAGES

6.1 As a direct and proximate result of the negligence alleged herein, Plaintiffs have suffered severe physical injuries and is entitled to fair and reasonable compensation.

6.2 As a direct and proximate result of the negligence alleged herein Plaintiffs have incurred and will continue to incur medical expenses and other out-of-pocket expenses and are entitled to fair and reasonable compensation.

6.3 As a direct and proximate result of the negligence alleged herein Plaintiffs have suffered and will continue to suffer severe physical pain and suffering and is entitled to fair and reasonable compensation.

6.5 As a direct and proximate result of the negligence alleged herein, Plaintiffs have sustained past wage loss and loss of future earning capacity.

6.8 As a direct and proximate result of the negligence alleged herein, Plaintiffs are entitled to costs and disbursements herein.

7.1 Plaintiffs assert the physician/patient privilege for 88 days following the filing of this complaint. On the 89th day following the filing of this complaint, the Plaintiff hereby waives the physician/patient privilege.

7.2 The waiver is conditioned and limited as follows: (1) The Plaintiffs do not waive their constitutional right of privacy; (2) The Plaintiffs do not authorize contact with the their health care providers of any kind except by judicial proceeding authorized by the Rules of Civil Procedure; (3) Representatives of the Defendant are specifically instructed not to attempt ex parte contacts with health care providers of the Plaintiffs; and (4) Representatives of the

1 Defendant are specifically instructed not to write letters to Plaintiff's health care providers
2 telling them that they may mail copies of records to the Defendant.

3
4 In the case of Loudon v. Mhyre, 110 Wn.2d 675, 756 P.2d 138 (1988), the
5 Supreme Court dealt very simply with the issue of ex parte contact with the Plaintiff's
6 physicians:

7 The issue presented is whether defense counsel in a personal injury action may
8 communicate ex parte with the Plaintiff's treating physicians when the Plaintiff has
9 waived the physician/patient privilege. We hold that defense counsel may not
10 engage in ex parte contact but is limited to the formal discovery methods provided
by court rule.

11 Id., at 675-676, 756 P.2d at 139.

12 WHEREFORE, Plaintiffs pray for judgment against Defendant(s), jointly and severally
13 and pray for relief as follows:

14
15 **VIII.**
RELIEF SOUGHT

16 8.1 Special Damages for Plaintiffs in such amounts as are proven at trial.

17 8.2 General Damages for Plaintiffs in such amounts as are proven at trial.

18 8.3 Costs including reasonable attorney's fees for Plaintiffs as are proven at trial.

19 8.4 For such other and further relief as the court deems just, equitable and proper
20
21 for Plaintiff at the time of trial.

22 DATED THIS 17th day of June, 2020.

CERTA LAW GROUP, INC.



Pellegrino L. Certa WSBA # 25903

Attorney for Plaintiff Lori Carter

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